

**AGREEMENT
BETWEEN
VERIZON NEW ENGLAND INC.,
AND
MVX.COM COMMUNICATIONS, INC. SUPPLEMENTING TERMS ADOPTED BY MVX.COM
COMMUNICATIONS, INC.
PURSUANT TO PARAGRAPH 32 OF THE BA/GTE MERGER CONDITIONS**

THIS AGREEMENT is by and between Verizon New England Inc., d/b/a Verizon Rhode Island, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic – Rhode Island (“Verizon Rhode Island”) and MVX.COM Communications, Inc. (“MVX”), Verizon Rhode Island and MVX being referred to collectively as the “Parties” and individually as a “Party”. This Agreement covers services in the State of Rhode Island (the “State”).

WHEREAS, pursuant to paragraph 32 of the BA/GTE Merger Conditions (“Merger Conditions”), released by the FCC on June 16, 2000 in CC Docket No. 98-184, MVX has adopted the terms of the Interconnection Agreement between MGC Communications, Inc., d/b/a Mpower Communications Corp. (“Mpower”) and Verizon Pennsylvania Inc., f/k/a Bell Atlantic – Pennsylvania, Inc. (“Verizon Pennsylvania”)

WHEREAS, paragraph 32 of the Merger Conditions applies only to interconnection arrangements, Unbundled Network Elements, and provisions of an interconnection agreement that are subject to 47 U.S.C. Section 251(c), and, among other things, is further limited to voluntarily negotiated terms and conditions that are not the product of state-specific pricing or regulatory obligations;

WHEREAS, pursuant to Section 252(a)(1) of the Act, and without waiving any of their rights to challenge the legality of the Verizon Pennsylvania Terms, the Parties now wish to supplement the Verizon Pennsylvania Terms to reflect agreement concerning obligations and relationships that are not covered by MVX’s adoption of the Verizon Pennsylvania Terms under paragraph 32 of the FCC Merger Conditions;

WHEREAS, in drafting this Agreement the Parties have not undertaken to update the Verizon Pennsylvania Terms to incorporate intervening changes in law and each party fully reserves its future rights to do so to the extent permitted by the Verizon Pennsylvania Terms;

NOW, THEREFORE, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Parties have undertaken a joint review of the Verizon Pennsylvania Terms and have identified a number of supplemental terms (reflected in Paragraph 2) that are necessary to establish a contractual relationship between the Parties in relation to terms and conditions that Verizon believes cannot be ported across state boundaries pursuant to FCC merger conditions (e.g., terms and conditions that are neither 47 U.S.C. Section 251(c) requirements nor terms and conditions that are legitimately related to those requirements, terms and conditions reflecting state-specific regulatory requirements, terms and conditions that are the product of arbitration). The Parties acknowledge and agree that their joint review has not been exhaustive, but represents the Parties’ mutual best efforts to identify such issues in the interest of avoiding future disputes. By entering into this Agreement, neither Party waives any future right that it may have to assert that particular terms and conditions contained in the Verizon Pennsylvania Terms can or cannot be required in the State of Rhode Island pursuant to the FCC Merger Conditions. If such issues are later identified, the Parties shall, where necessary, promptly negotiate terms and conditions in accordance with applicable law covering the same subject(s). Should the Parties be unable to mutually agree on how such terms and conditions should be reflected, such dispute may be resolved pursuant to the dispute resolution mechanism contained in the Verizon Pennsylvania Terms.

2. Pursuant to the joint review discussed in Paragraph 1, the Parties agree that it is Verizon’s

position that the following terms and conditions (listed in reference to the Sections of the Verizon Pennsylvania Terms to which they correlate), represent subjects that are not available for adoption under paragraph 32 of the Merger Conditions, and shall supplement MVX's adoption under paragraph 32 of the Verizon Pennsylvania terms, as specifically set out below:

ARTICLE 1 DEFINITIONS

1.36 Internet Traffic

Traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission.

1.37 IP (Interconnection Point)

The point at which a Party who receives Local Traffic originating on the network of the other Party assesses Reciprocal Compensation charges for the further transport and termination of that Local Traffic.

1.39 Local Traffic

Traffic that is originated by a Customer of one Party on that Party's network and terminates to a Customer of the other Party on that other Party's network within Verizon's then current local calling area (including non-optional local calling scope arrangements) as defined in Verizon's effective Customer Tariffs. A non-optional local calling scope arrangement is an arrangement that provides Customers a local calling scope (Extended Area Service, "EAS"), beyond their basic exchange serving area. Local Traffic does not include optional local calling scope traffic (i.e., traffic that under an optional rate package chosen by the Customer terminates outside of the Customer's basic exchange serving area). IntraLATA calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis are not considered Local Traffic. Local Traffic does not include any Internet Traffic.

1.55 POI (Point of Interconnection)

The physical location where the originating Party's facilities physically interconnect with the terminating Party's facilities for the purpose of exchanging traffic.

ARTICLE 4 INTERCONNECTION AND PHYSICAL ARCHITECTURE

4.2 Trunk Types and Interconnection Points

4.2.3 Points of Interconnection

A. Points of Interconnection ("POI").

1. As and to the extent required by Section 251 of the Act, the Parties shall provide interconnection of their networks at any technically feasible point as specified in this Agreement. To the extent the originating Party's POI is not located at the terminating Party's relevant Interconnection Point ("IP"), the originating Party is responsible for transporting its traffic from it's POI to the terminating Party's relevant IP.
2. MVX may specify any of the following methods for interconnection with Verizon:
 - a) a Collocation node MVX has established at the Verizon-IP pursuant to

Article 13 (Collocation); and/or

b) a Collocation node that has been established separately at the Verizon-IP by a third party with whom MVX has contracted for such purposes; and/or

c) an Entrance Facility and transport leased from Verizon (and any necessary multiplexing) pursuant to the applicable Verizon access Tariff, from the MVX POI to the Verizon-IP.

3. Verizon may specify any of the following methods for interconnection with MVX:

a) interconnection at a Collocation node that MVX has established at the Verizon-IP pursuant to Article 13 (Collocation); and/or

b) interconnection at a Collocation node that has been established separately at the Verizon-IP by a third party and that is used by MVX; and/or

c) a Collocation node or other operationally equivalent arrangement Verizon established at the MVX-IP ; and/or

d) a Collocation node established separately at the MVX-IP by a third party with whom Verizon has contracted for such purposes; and/or

e) an Entrance Facility leased from MVX (and any necessary multiplexing), to the MVX-IP.

ARTICLE 5 TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)

5.7 Reciprocal Compensation Arrangements -- Section 251(b)(5)

A. Local Traffic Reciprocal Compensation Interconnection Points .

1. Except as otherwise agreed by the Parties, the Interconnection Points ("IPs") from which MVX will provide transport and termination of Local Traffic to its Customers ("MVX-IPs") shall be as follows:

a) For each LATA in which MVX requests to interconnect with Verizon, except as otherwise agreed by the Parties, MVX shall establish a MVX IP in each Verizon Rate Center Area (or Exchange Area) where MVX chooses to assign telephone numbers to its Customers. MVX shall establish such MVX-IP consistent with the methods of interconnection and interconnection trunking architectures that it will use pursuant to Article 4 of the Terms.

b) At any time that MVX establishes a Collocation site at a Verizon End Office Wire Center in a LATA in which MVX is interconnected or requesting interconnection with Verizon, either Party may request in writing that such MVX Collocation site be established as the MVX-IP for traffic originated by Verizon Customers served by that End Office. Upon such request, the Parties shall negotiate in good faith mutually acceptable arrangements for the transition to such MVX-IP. If the Parties have not reached agreement on such arrangements within thirty (30) days, (a) either Party may pursue available dispute resolution

mechanisms; and, (b) MVX shall bill and Verizon shall pay the lesser of the negotiated intercarrier compensation rate or the End Office reciprocal compensation rate for the relevant traffic less Verizon's transport rate, tandem switching rate (to the extent traffic is tandem switched), and other costs (to the extent that Verizon purchases such transport from MVX or a third party), from the originating Verizon End Office to the receiving MVX-IP.

c) In any LATA where the Parties are already interconnected prior to the effective date of this Agreement, MVX may maintain existing IPs, except that Verizon may request in writing to transition such MVX-IPs to the MVX-IPs described in subsections A.1.a and A.1.b, above. Upon such request, the Parties shall negotiate a mutually satisfactory arrangements for the transition to IPs that conform to subsections A.1.a and A.1.b, above. If the Parties have not reached agreement on such arrangements within thirty (30) days, (a) either Party may pursue available dispute resolution mechanisms; and, (b) MVX shall bill and Verizon shall pay only the lesser of the negotiated intercarrier compensation rate or the End Office reciprocal compensation rate for relevant traffic, less Verizon's transport rate, tandem switching rate (to the extent traffic is tandem switched), and other costs (to the extent that Verizon purchases such transport from MVX or a third party), from Verizon's originating End Office to the MVX IP.

2. Except as otherwise agreed by the Parties, the Interconnection Points ("IPs") from which Verizon will provide transport and termination of Local Traffic to its Customers ("Verizon-IPs") shall be as follows:

a) For Local Traffic delivered by MVX to the Verizon Tandem subtended by the terminating End Office serving the Verizon Customer, the Verizon-IP will be the Verizon Tandem Wire Center.

b) For Local Traffic delivered by MVX to the Verizon terminating End Office Wire Center serving the Verizon Customer, the Verizon-IP will be Verizon End Office Wire Center.

3. Should either Party offer additional IPs to any Telecommunications Carrier that is not a Party to this Agreement, the other Party may elect to deliver traffic to such IPs for the NXXs or functionalities served by those IPs. To the extent that any such MVX-IP is not located at a Collocation site at a Verizon Tandem Wire Center or Verizon End Office Wire Center, then MVX shall permit Verizon to establish physical Interconnection through collocation or other operationally comparable arrangements acceptable to Verizon at the MVX-IP, to the extent such physical Interconnection is technically feasible.

4. Each Party is responsible for delivering its Local Traffic that is to be terminated by the other Party to the other Party's relevant IP.

B. The Parties shall compensate each other for the transport and termination of Local Traffic delivered to the terminating Party in accordance with Section 251(b)(5) of the Act at the rates stated in Appendix 2. These rates are to be applied at the MVX-IP for traffic delivered by Verizon for termination by MVX, and at the Verizon-IP for traffic delivered by MVX for termination by Verizon. Except as expressly specified in this Agreement, no additional charges shall apply for the termination from the IP to the Customer of Local Traffic delivered to the Verizon-IP by MVX or the MVX-IP by Verizon. When such Local Traffic is delivered over the same trunks as Toll Traffic, any port or transport or other applicable access charges related to the delivery of Toll Traffic from the IP to an end user shall be prorated to be applied only to the Toll Traffic. The designation of traffic as Local

Traffic for purposes of Reciprocal Compensation shall be based on the actual originating and terminating points of the complete end-to-end communication.

- C. Transport and termination of the following types of traffic shall not be subject to the Reciprocal Compensation arrangements set forth in this Section, but instead shall be treated as described or referenced below:
 - 1. Tandem Transit Traffic shall be treated as specified in Section 7.2.
 - 2. For any traffic originating with a third party carrier and delivered by MVX to Verizon, MVX shall pay Verizon the same amount that such third party carrier would have been obligated to pay Verizon for termination of that traffic at the location the traffic is delivered to Verizon by MVX.
 - 3. Switched Exchange Access Service and InterLATA or IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable Tariffs and, where applicable, by a Meet-Point Billing arrangement in accordance with Section 6.3.
 - 4. No Reciprocal Compensation shall apply to Internet Traffic. If the amount of traffic (excluding intraLATA Toll Traffic) that Verizon delivers to MVX exceeds twice the amount of traffic that MVX delivers to Verizon as Local Traffic ("2:1 ratio"), then the amount of traffic that Verizon delivers to MVX in excess of such 2:1 ratio shall be presumed to be Internet Traffic and shall not be subject to Reciprocal Compensation.
 - 5. No Reciprocal Compensation shall apply to special access, private line, or any other traffic that is not switched by the terminating Party.
 - 6. IntraLATA intrastate alternate-billed calls (e.g., collect, calling card, and third-party billed calls originated or authorized by the Parties' respective Customers in Rhode Island shall be treated in accordance with an arrangement mutually agreed to by the Parties.
 - 7. Any other traffic not specifically addressed in this Section shall be treated as provided elsewhere in this Agreement, or if not so provided, as required by the applicable Tariff of the Party transporting and/or terminating the traffic.
- D. Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as "local" in its Customer Tariffs.
- E. Each Party reserves the right to audit all Traffic, up to a maximum of two audits per calendar year, to ensure that rates are being applied appropriately; provided, however, that either Party shall have the right to conduct additional audit(s) if the preceding audit disclosed material errors or discrepancies. Each Party agrees to provide the necessary Traffic data in conjunction with any such audit in a timely manner.

ARTICLE 7 TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC

7.1 Information Services Traffic

- A. For purposes of this Section 7, Voice Information Services and Voice Information Services Traffic refer to switched voice traffic, delivered to information service providers who offer recorded voice announcement information or open vocal discussion programs to the general public. Voice Information Services Traffic does not include any form of

Internet Traffic. Voice Information Services Traffic also does not include 555 traffic or similar traffic with AIN service interfaces, which traffic shall be subject to separate arrangements between the Parties. Voice Information services Traffic is not subject to Reciprocal Compensation as Local Traffic under the Terms.

- B. If a MVX Customer is served by resold Verizon Telecommunications Service or a Verizon Local Switching UNE, subject to any call blocking feature used by MVX, to the extent reasonably feasible, Verizon will route Voice Information Services Traffic originating from such Service or UNE to the Voice Information Service platform. For such Voice Information Services Traffic, unless MVX has entered into an arrangement with Verizon to bill and collect Voice Information Services provider charges from MVX's Customers, MVX shall pay to Verizon without discount the Voice Information Services provider charges. MVX shall pay Verizon such charges in full regardless of whether or not it collects such charges from its own Customers.
- C. MVX shall have the option to route Voice Information Services Traffic that originates on its own network to the appropriate Voice Information Services platform(s) connected to Verizon's network. In the event MVX exercises such option, MVX will establish, at its own expense, a dedicated trunk group to the Verizon Voice Information Service serving switch. This trunk group will be utilized to allow MVX to route Voice Information Services Traffic originated on its network to Verizon. For such Voice Information Services Traffic, unless MVX has entered into an arrangement with Verizon to bill and collect Voice Information Services provider charges from MVX's Customers, MVX shall pay to Verizon without discount the Voice Information Services provider charges. MVX shall pay Verizon such charges in full regardless of whether or not it collects such charges from its own Customers.
- D. MVX shall pay Verizon such charges in full regardless of whether or not it collects charges for such calls from its own Customers.
- E. For variable rated Voice Information Services Traffic (e.g., NXX 550, 540, 976, 970, 940, as applicable) from MVX Customers served by resold Verizon Telecommunications Services or a Verizon Local Switching Network Element, MVX shall either (a) pay to Verizon without discount the Voice Information Services provider charges, or (b) enter into an arrangement with Verizon to bill and collect Voice Information Services provider charges from MVX's Customers.
- F. Either Party may request the other Party provide the requesting Party with non discriminatory access to the other party's information services platform, where such platform exists. If either Party makes such a request, the Parties shall enter into a mutually acceptable written agreement for such access.
- G. In the event MVX exercises such option, MVX will establish, at its own expense, a dedicated trunk group to the Verizon Information Service serving switch. This trunk group will be utilized to allow MVX to route information services traffic originated on its network to Verizon.

7.3 911/E911 Arrangements

- A. MVX may, at its option, interconnect to the Verizon 911/E-911 Selective Router or 911 Tandem Offices, as appropriate, that serve the areas in which MVX provides Telephone Exchange Services, for the provision of 911/E-911 services and for access to all subtending Public Safety Answering Points ("PSAP"). In such situations, Verizon will provide MVX with the appropriate CLLI codes and specifications of the Tandem Office

serving area. In areas where E-911 is not available, MVX and Verizon will negotiate arrangements to connect MVX to the 911 service in accordance with applicable state law.

- B. Path and route diverse Interconnections for 911/E-911 shall be made at the MVX-IP, the Verizon-IP, or other points as necessary and mutually agreed, and as required by law or regulation.
- C. Within thirty (30) days of its receipt of a complete and accurate request from MVX, to include all required information and applicable forms, and to the extent authorized by the relevant federal, state, and local authorities, Verizon will provide MVX, where Verizon offers 911 service, with the following at a reasonable fee, if applicable:
 - 1. a file via electronic medium containing the Master Street Address Guide ("MSAG") for each county within the LATA(s) where MVX is providing, or represents to Verizon that it intends to provide within sixty (60) days of CLEC(s) request, local exchange service, which MSAG shall be updated as the need arises and a complete copy of which shall be made available on an annual basis. ;
 - 2. a list of the address and CLLI code of each 911/E-911 selective router or 911 Tandem office(s) in the area in which MVX plans to offer Telephone Exchange Service;
 - 3. a list of geographical areas, e.g., LATAs, counties or municipalities, with the associated 911 tandems, as applicable.
 - 4. a list of Verizon personnel who currently have responsibility for 911/E-911 requirements, including a list of escalation contacts should the primary contacts be unavailable.
 - 5. any special 911 trunking requirements for each 911/E-911 selective router or 911 Tandem Office, where available, and;
 - 6. prompt return of any MVX 911/E-911 data entry files containing errors, so that MVX may ensure the accuracy of the Customer records.
- D. MVX shall use, where available, the appropriate Verizon electronic interface, through which MVX shall input and provide a daily update of 911/E-911 database information related to appropriate MVX Customers. In those areas where an electronic interface is not available, MVX shall provide Verizon with all appropriate 911/E-911 information such as name, address, and telephone number via facsimile for Verizon's entry into the 911/E-911 database system. Any 911/E-911-related data exchanged between the Parties prior to the availability of an electronic interface shall conform to Verizon standards, whereas 911/E-911-related data exchanged electronically shall conform to the National Emergency Number Association standards ("NENA"). MVX may also use the electronic interface, where available, to query the 911/E-911 database to verify the accuracy of MVX Customer information.
- E. 911 Interconnection

Verizon and MVX will use commercially reasonable efforts to facilitate the prompt, robust, reliable and efficient interconnection of MVX systems to the 911/E-911 platforms and/or systems.
- F. 911 Facilities

MVX shall be responsible for providing facilities from the MVX End Office to the 911 Tandem or selective router. MVX shall deploy diverse routing of 911 trunk pairs to the 911 tandem or selective router.

G. Local Number Portability for use with 911

The Parties acknowledge that until Local Number Portability ("LNP") with full 911/E-911 compatibility is utilized for all ported telephone numbers, the use of Interim Number Portability ("INP") creates a special need to have the Automatic Location Identification ("ALI") screen reflect two numbers: the "old" number and the "new" number assigned by MVX. Therefore, for those ported telephone numbers using INP, MVX will provide the 911/E-911 database with both the forwarded number and the directory number, as well as all other required information including the appropriate address information for the customer for entry into the 911/E-911 database system. Further, MVX will outpulse the telephone number to which the call has been forwarded (that is, the Customer's ANI) to the 911 Tandem office or selective router. MVX will include their NENA five character Company Identification ("COID") for inclusion in the ALI display.

H. MVX is required to enter data into the 911/E-911 database under the NENA Standards for LNP. This includes, but is not limited to, using MVX's NENA COID to lock and unlock records and the posting of MVX's NENA COID to the ALI record where such locking and migrating feature for 911/E-911 records are available or as defined by local standards.

I. PSAP Coordination

Verizon and MVX will work cooperatively to arrange meetings with PSAPs to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the 911/E-911 arrangements.

J. 911 Compensation

MVX will compensate Verizon for connections to its 911/E-911 platform and/or system pursuant to the rate schedule included in this attachment.

K. 911 Rules and Regulations

MVX and Verizon will comply with all applicable rules and regulations (including 911 taxes and surcharges as defined by local requirements) pertaining to the provision of 911/E-911 services in Rhode Island.

ARTICLE 8 NUMBER RESOURCES, RATE CENTERS AND RATING POINTS

A. Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any Central Office Codes ("NXX") pursuant to the Central Office Code Assignment Guidelines and any relevant FCC or Commission orders, as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Centers and Routing Points corresponding to such NXX codes.

B. It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to information provided on ASRs as well as the LERG in order to recognize and route traffic to the other Party's assigned NXX codes. Except as

expressly set forth in this Agreement, neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

- C. Unless otherwise required by Commission order, the Rate Center Areas will be the same for each Party. During the term of this Agreement, MVX shall adopt the Rate Center Area and Rate Center Points that the Commission has approved for Verizon within the LATA and Tandem serving area, in all areas where Verizon and MVX service areas overlap. MVX shall assign whole NPA-NXX codes to each Rate Center Area unless otherwise ordered by the FCC, the Commission or another governmental entity of appropriate jurisdiction, or the LEC industry adopts alternative methods of utilizing NXXs.
- D. MVX will also designate a Routing Point for each assigned NXX code. MVX shall designate one location for each Rate Center Area in which the MVX has established NXX code(s) as the Routing Point for the NPA-NXXs associated with that Rate Center, and such Routing Point shall be within the same LATA as the Rate Center Area but not necessarily within the Rate Center Area itself. Unless specified otherwise, calls to subsequent NXXs of MVX will be routed in the same manner as calls to MVX's initial NXXs.

Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended, and nothing in this Agreement shall be construed, to in any way constrain MVX's choices regarding the size of the local calling area(s) that MVX may establish for its Customers, which local calling areas may be larger than, smaller than, or identical to Verizon's local calling areas.

ARTICLE 14 NUMBER PORTABILITY -- SECTION 251(b)(2)

A. Scope.

The Parties shall provide Number Portability ("NP") in accordance with rules and regulations as from time to time prescribed by the FCC.

B. Procedures for Providing LNP ("Long-term Number Portability").

The Parties will follow the LNP provisioning process recommended by the North American Numbering Council (NANC) and adopted by the FCC. In addition, the Parties agree to follow the LNP ordering procedures established at the Ordering And Billing Forum (OBF). The Parties shall provide LNP on a reciprocal basis.

1. A Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B"). The Customer elects to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A, in conjunction with the Telephone Exchange Service(s) it will now receive from Party B. After Party B has received a letter of agency (LOA) from an end user customer and sends a LSR to Party A, Parties A and B will work together to port the customer's telephone number(s) from Party A's network to Party B's network. It is Party B's responsibility to maintain a file of all LOAs and Party A may request, upon reasonable notice, a copy of the LOA.

2. When a telephone number is ported out of Party A's network, Party A will remove any non-proprietary line based calling card(s) associated with the ported number(s) from its Line Information Database ("LIDB"). Reactivation of the line-based calling card in another LIDB, if desired, is the responsibility of Party B or Party B's customer.

3. When a customer of Party A ports their telephone numbers to Party B and the customer has previously secured a reservation of line numbers from Party A for possible activation at a future point, these reserved but inactive numbers may be ported along with the active numbers to be ported provided the numbers have been reserved for the customer. Party B may request that Party A port all reserved numbers assigned to the customer or that Party A port only those numbers listed by Party B. As long as Party B maintains reserved but inactive numbers ported for the customer, Party A shall not reassign those numbers. Party B shall not reassign the reserved numbers to another end user customer.

4. When a customer of Party A ports their telephone numbers to Party B, in the process of porting the customer's telephone numbers, Party A shall implement the ten-digit trigger feature where it is available. When Party A receives the porting request, the unconditional trigger shall be applied to the customer's line before the due date of the porting activity. When the ten-digit unconditional trigger is not available, Party A and Party B must coordinate the disconnect activity.

5. The Parties shall furnish each other with the Jurisdiction Information Parameter (JIP) in the Initial Address Message (IAM), containing a Local Exchange Routing Guide (LERG)-assigned NPA-NXX (6 digits) identifying the originating switch on calls originating from LNP capable switches.

6. Where LNP is commercially available, the NXXs in the office shall be defined as portable, except as noted in 14.B.7, and translations will be changed in the Parties' switches to open those NXXs for database queries in all applicable LNP capable offices within the LATA of the given switch (es). On a prospective basis, all newly deployed switches will be equipped with LNP capability and so noted in the LERG.

7. All NXXs assigned to LNP capable switches are to be designated as portable unless a NXX(s) has otherwise been designated as non-portable. Non-portable NXXs include NXX codes assigned to paging, cellular and wireless services; codes assigned for internal testing and official use and any other NXX codes required to be designated as non-portable by the rules and regulations of the FCC. NXX codes assigned to mass calling on a choked network may not be ported using LNP technology but are portable using methods established by the NANC and adopted by the FCC. On a prospective basis, newly assigned codes in switches capable of porting shall become commercially available for porting with the effective date in the network.

8. Both Parties' use of LNP shall meet the performance criteria specified by the FCC. Both Parties will act as the default carrier for the other Party in the event that either Party is unable to perform the routing necessary for LNP.

C. Procedures for Providing NP Through Full NXX Code Migration.

Where a Party has activated an entire NXX for a single Customer, or activated at least eighty percent (80%) of an NXX for a single Customer, with the remaining numbers in that NXX either reserved for future use by that Customer or otherwise unused, if such Customer chooses to receive Telephone Exchange Service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead times for movements of NXXs from one switch to another. Neither Party shall charge the other in connection with this coordinated transfer.

D. Procedures for Providing INP (Interim Number Portability).

The Parties shall provide Interim Number Portability ("INP") in accordance with rules and regulations prescribed from time to time by the FCC and state regulatory bodies, the Parties respective company procedures, and as set forth in this Section 14.D. The Parties shall provide INP on a reciprocal basis.

1. In the event that either Party, Party B, wishes to serve a Customer currently served at an End Office of the other Party, Party A, and that End Office is not LNP-capable, Party A shall make INP available. INP will be provided by remote call forwarding (RCF) and/or direct inward dialing (DID) technology, which will forward terminating calls to Party B's End Office. Party B shall provide Party A with an appropriate "forward-to" number.
2. Prices for INP and formulas for sharing Terminating access revenues associated with INP shall be provided where applicable, upon request by MVX.
3. Either Party wishing to use DID to provide for INP must request a dedicated trunk group from the End Office where the DID numbers are currently served to the new serving-End Office. If there are no existing facilities between the respective End Offices, the dedicated facilities and transport trunks will be provisioned as unbundled service through the ASR provisioning process. The requesting party will reroute the DID numbers to the pre-positioned trunk group using the LSR provisioning process. DID trunk rates are contained in the Parties' respective tariffs.
4. The Parties Agree that, per FCC 98-275, Paragraph 16, effective upon the date LNP is available at any End Office of one Party, Party A, providing INP for Customers of the other Party, Party B, no further orders will be accepted for new INP at that End Office. Orders for new INP received prior to that date, and change orders for existing INP, shall be worked by Party A. Orders for new INP received by Party A on or after that date shall be rejected. Existing INP will be grand-fathered, subject to Section 14.D.5, below.
5. In offices equipped with LNP prior to September 1, 1999 for former Bell Atlantic offices and October 1, 2000 for former GTE offices, the Parties agree to work together to convert all existing INP-served Customers to LNP by 12/31/00 in accordance with a mutually agreed to conversion process and schedule. If mutually agreed to by the Parties, the conversion period may be extended one time by no more than 90 days from December 31, 2000.
6. Upon availability of LNP after October 1, 2000 at an End Office of either Party, both Parties agree to work together to convert the existing INP-served Customers to LNP by no later than 90 days from the date of LNP availability unless otherwise agreed to by the Parties.
7. When, through no fault of Verizon's, all INP have not been converted to LNP at the end of the agreed to conversion period, then the remaining INPs will be changed to a functionally equivalent tariff service and billed to the CLEC at the tariff rate(s) for the subject jurisdiction.

E. Procedures for LNP Request.

The Parties shall provide for the requesting of End Office LNP capability on a reciprocal basis through a written request. The Parties acknowledge that Verizon has deployed LNP throughout its network in compliance with FCC 96-286 and other applicable FCC

rules.

1. If Party B desires to have LNP capability deployed in an End Office of Party A, which is not currently capable, Party B shall issue a BFR to the Party A. Party A respond to the Party B, within ten (10) days of receipt of the BFR, with a date for which LNP will be available in the requested End Office. Party A shall proceed to provide for LNP in compliance with the procedures and timelines set forth in FCC 96-286, Paragraph 80, and FCC 97-74, Paragraphs 65 through 67.

The Parties acknowledge that each can determine the LNP-capable End Offices of the other through the Local Exchange Routing Guide (LERG). In addition the Parties shall make information available upon request showing their respective LNP-capable End Offices, as set forth in this Section 14.E.

ARTICLE 15 DIALING PARITY – SECTION 251(b)(3)

Each Party shall provide the other Party with nondiscriminatory access to such services and information as are necessary to allow the other Party to implement local Dialing Parity in accordance with the requirements of Section 251(b)(3) of the Act.

ARTICLE 16 ACCESS TO RIGHTS-OF-WAY -- SECTION 251(b)(4)

To the extent required by Applicable Law (including, but not limited to, Sections 224, 251(b)(4) and 271(c)(2)(B)(iii) of the Act), each Party ("Providing Party") shall afford the other Party non-discriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by the Providing Party. Such access shall be provided in accordance with Applicable Law pursuant to the Providing Party's applicable Tariffs, or, in the absence of an applicable Providing Party Tariff, the Providing Party's generally offered form of license agreement, or, in the absence of such a Tariff and license agreement, a mutually acceptable agreement to be negotiated by the Parties.

ARTICLE 18 COORDINATED SERVICE ARRANGEMENTS

18.1 Intercept and Referral Announcements

- A. When a Customer changes its service provider from Verizon to MVX, or from MVX to Verizon, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral announcement ("Referral Announcement") on the abandoned telephone number which provides the Customer's new number or other appropriate information, to the extent known to the Party formerly providing service. Notwithstanding the foregoing, a Party shall not be obligated under this Section to provide a Referral Announcement if the Customer owes the Party unpaid overdue amounts or the Customer requests that no Referral Announcement be provided.
- B. Referral Announcements shall be provided, in the case of business Customers, for a period of not less than one hundred and twenty (120) days after the date the Customer changes its telephone number, and, in the case of residential Customers, not less than thirty (30) days after the date the Customer changes its telephone number; provided that if a longer time period is required by Applicable Law, such longer time period shall apply. Except as otherwise provided by Applicable Law, the period for a referral may be shortened by the Party formerly providing service if a number shortage condition requires reassignment of the telephone number.

- C. This referral announcement will be provided by each Party at no charge to the other Party; provided that the Party formerly providing service may bill the Customer its standard Tariff charge, if any, for the referral announcement.

ARTICLE 19 DIRECTORY SERVICES ARRANGEMENTS

1. To the extent required by Applicable Law, Verizon will provide directory services to MVX. Such services will be provided in accordance with the terms set forth herein.

A. Listing Information.

As used herein, "Listing Information" means a MVX Customer's primary name, address (including city, state and zip code), telephone number(s), the delivery address and number of directories to be delivered, and, in the case of a business Customer, the primary business heading under which the business Customer desires to be placed, and any other information Verizon deems necessary for the publication and delivery of directories.

B. Listing Information Supply.

MVX shall provide to Verizon on a regularly scheduled basis, at no charge, and in a format required by Verizon or by a mutually agreed upon industry standard (e.g., Ordering and Billing Forum developed), all Listing Information and the service address for each MVX Customer whose service address location falls within the geographic area covered by the relevant Verizon directory. MVX shall also provide to Verizon on a daily basis, (a) information showing MVX Customers who have disconnected or terminated their service with MVX; and (b) delivery information for each non-listed or non-published MVX Customer to enable Verizon to perform its directory distribution responsibilities. Verizon shall promptly provide to MVX, (normally within forty-eight (48) hours of receipt by Verizon, excluding non-Business Days), a query on any listing that is not acceptable.

C. Listing Inclusion and Distribution.

Verizon shall include each MVX Customer's Primary Listing in the appropriate alphabetical directory and, for business Customers, in the appropriate classified (Yellow Pages) directory in accordance with the directory configuration, scope and schedules determined by Verizon in its sole discretion, and shall provide initial distribution of such directories to such MVX Customers in the same manner it provides initial distribution of such directories to its own Customers. "Primary Listing" means a Customer's primary name, address, and telephone number. Listings of MVX's Customers shall be interfiled with listings of Verizon's Customers and the Customers of other LECs included in the Verizon directories. MVX shall pay Verizon's tariffed charges for additional and foreign alphabetical listings and other alphabetical services (e.g. caption arrangements) for MVX's Customers.

D. Verizon Information.

Upon request by MVX, Verizon shall make available to MVX the following information to the extent that Verizon provides such information to its own business offices a directory list of relevant NXX codes, directory and "Customer Guide" close dates, publishing data, and Yellow Pages headings. Verizon also will make available to MVX, upon written request, a copy of Verizon's alphabetical listings standards and specifications manual.

E. Confidentiality of Listing Information.

Verizon shall accord MVX Listing Information the same level of confidentiality that Verizon accords its own listing information, and shall use such Listing Information solely for the purpose of providing directory-related services; provided, however, that should Verizon elect to do so, it may use or license MVX Listing Information for directory publishing, direct marketing, or any other purpose for which Verizon uses or licenses its own listing information, so long as MVX Customers are not separately identified as such; and provided further that MVX may identify those of its Customers who request that their names not be sold for direct marketing purposes, and Verizon shall honor such requests to the same extent it does so for its own Customers. Verizon shall not be obligated to compensate MVX for Verizon's use or licensing of MVX Listing Information.

F. Accuracy.

Both Parties shall use commercially reasonable efforts to ensure the accurate publication of MVX Customer listings. At MVX's request, Verizon shall provide MVX with a report of all MVX Customer listings normally no more than ninety (90) days and no less than thirty (30) days prior to the service order close date for the applicable directory. Verizon shall process any corrections made by MVX with respect to its listings, provided such corrections are received prior to the close date of the particular directory.

G. Indemnification.

MVX shall adhere to all practices, standards, and ethical requirements established by Verizon with regard to listings. By providing Verizon with Listing Information, MVX warrants to Verizon that MVX has the right to provide such Listing Information to Verizon on behalf of its Customers. MVX shall make commercially reasonable efforts to ensure that any business or person to be listed is authorized and has the right (a) to provide the product or service offered, and (b) to use any personal or corporate name, trade name, trademark, service mark or language used in the listing. MVX agrees to release, defend, hold harmless and indemnify Verizon from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of Verizon's publication or dissemination of the Listing Information as provided by MVX hereunder.

H. Liability.

Verizon's liability to MVX in the event of a Verizon error in or omission of a listing shall not exceed the lesser of the amount of charges actually paid by MVX for such listing or the amount by which Verizon would be liable to its own customer for such error or omission. MVX agrees to take all reasonable steps, including, but not limited to, entering into appropriate contractual provisions with its Customers, to ensure that its and Verizon's liability to MVX's Customers in the event of a Verizon error in or omission of a listing shall be subject to the same limitations of liability applicable between Verizon and its own Customers.

I. Service Information Pages.

Verizon shall include all MVX NXX codes associated with the geographic areas to which each directory pertains, to the extent it does so for Verizon's own NXX codes, in any lists of such codes that are contained in the general reference portion of each directory. MVX's NXX codes shall appear in such lists in the same manner as Verizon's NXX information. In addition, when MVX is authorized to, and is offering, local service to Customers located within the geographic area covered by a specific directory, at MVX's

request, Verizon shall include, at no charge, in the "Customer Guide" or comparable section of the applicable alphabetical directories, MVX's critical contact information for MVX's installation, repair and Customer service, as provided by MVX, and such other essential local service oriented information as is agreed to in writing by the Parties. Such critical contact information shall appear alphabetically by local exchange carrier and in accordance with Verizon's generally applicable policies. MVX shall be responsible for providing the necessary information to Verizon by the applicable close date for each affected directory.

J. Directory Publication.

Nothing in this Agreement shall require Verizon to publish a directory where it would not otherwise do so.

K. Other Directory Services.

MVX acknowledges that if MVX desires directory services in addition to those described herein, such additional services must be obtained under separate agreement with Verizon's directory publishing company.

2. Directory Assistance and Operator Services

- A. Either Party may request that the other Party provide the requesting Party with nondiscriminatory access to the other Party's directory assistance services (DA), IntraLATA operator call completion services (OS), and/or directory assistance listings database. If either Party makes such a request, the Parties shall enter into a mutually acceptable written agreement for such access.
- B. MVX shall arrange, at its own expense, the trunking and other facilities required to transport traffic to and from the designated DA and OS switch locations.

ARTICLE 26 PERFORMANCE STANDARDS FOR SPECIFIED ACTIVITIES

- A. Verizon shall provide Services under this Agreement in accordance with the performance standards required by Applicable Law, including, but not limited to, Section 251(c) of the Act and 47 CFR §§ 51.305(a)(3), 51.311(a) and (b) and 51.603(b).
- B. To the extent required by Appendix D, Section V, "Carrier-to-Carrier Performance Plan (Including Performance Measurements)," and Appendix D, Attachment A, "Carrier-to-Carrier Performance Assurance Plan," of the Merger Order, Verizon shall provide performance measurement results to MVX.
- C. MVX shall provide Services under this Agreement in accordance with the performance standards required by Applicable Law.

ARTICLE 28 - MISCELLANEOUS

28.10. Notices.

To MVX:

MVX
Attention: Scott Schaefer
101 Rowland Way, Suite 300

Novato, CA 94945
Tel: 415-893-7180
Fax: 415-893-0569

To Verizon:

Director-Contract Performance & Administration
Verizon Wholesale Markets
600 Hidden Ridge
HQEWMNOTICES
Irving, TX 75038
Telephone Number: 972-718-5988
Facsimile Number: 972-719-1519
Internet Address: wmnotices@verizon.com

with a copy to:

Vice President and Associate General Counsel
Verizon Wholesale Markets
1320 N. Court House Road
8th Floor
Arlington, VA 22201
Facsimile: 703/974-0744

or to such other address as either Party shall designate by proper notice.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of _____, 2001.

MOVX.COM COMMUNICATIONS, INC.

VERIZON NEW ENGLAND INC.

By: _____

By: _____

Printed: _____

Printed: Jeffrey A. Masoner

Title: _____

Title: Vice-President - Interconnection Services